

**SUNTRUST BANK,**

**Plaintiff,**

**v.**

**INSTITUTE FOR  
INTERNATIONAL SPORT,  
DANIEL E. DOYLE, JR. and  
KATHERINE M. DOYLE,**

**Defendants.**

THIS MATTER coming on to be heard and being heard before the undersigned Clerk of Court in the United States District Court for the Eastern District of North Carolina, upon Motion of the attorney for Plaintiff for judgment against Defendants Institute for International Sport (the “Institute”), Daniel E. Doyle, Jr. (“Mr. Doyle”), and Katherine M. Doyle (“Ms. Doyle”) (collectively, the “Defendants”), and from the record herein and affidavit presented, the undersigned makes the following

1. This action was commenced with the issuance of the Summonses and filing of the Complaint on December 13, 2011.

2. The Institute was served with a copy of the Summons and Complaint on December 16, 2011 via designated delivery service authorized pursuant to 26 U.S.C. § 7502(f)(2).

3. Mr. Doyle was served with a copy of the Summons and Complaint on December 16, 2011 via designated delivery service authorized pursuant to 26 U.S.C. § 7502(f)(2).

4. Ms. Doyle was served with a copy of the Summons and Complaint on December 16, 2011 via designated delivery service authorized pursuant to 26 U.S.C. § 7502(f)(2).

5. Defendants communicated with Plaintiff subsequent to the deadline for Defendants to plead in response to the Complaint. Plaintiff provided notice that it intended to proceed with obtaining an entry of default and default judgment.

6. Defendants have failed to plead in response to or obtain an extension of time to respond to Plaintiff's Complaint within the time period allowed.

7. The Institute is not an infant, incompetent person, individual serving in the U.S. military service, or under a legal disability.

8. Mr. Doyle is not an infant, incompetent person, individual serving in the U.S. military service, or under a legal disability.

9. Ms. Doyle is not an infant, incompetent person, individual serving in the U.S. military service, or under a legal disability.

10. Entry of Default was made against the Defendants on February 29, 2012 as provided in Rule 55(a) of the Federal Rules of Civil Procedure. (Doc. 12).

11. The total amount due Plaintiff from the Defendants, jointly and severally, is \$367,187.21, plus interest thereon from and after November 17, 2011 at the contract per diem rate of \$79.77 until the date of judgment, and thereafter at the maximum legal rate until paid, plus Plaintiff's reasonable attorneys' fees.

12. Plaintiff is entitled to a judgment against the Defendants, jointly and severally, for the sum of \$367,187.21, plus interest thereon from and after November 17, 2011 at the contract

per diem rate of \$79.77 until the date of judgment, and thereafter at the maximum legal rate until paid.

13. Plaintiff is also entitled to recover its attorneys' fees from Defendants, jointly and severally, pursuant to N.C. Gen. Stat. § 6-21.2 and the terms of the Note and Guaranty as set forth in Plaintiff's Complaint, Plaintiff having given Defendants proper notice of its intent to enforce the attorneys' fees provisions therein.

Based on the foregoing **FINDINGS OF FACT**, the undersigned **CONCLUDES AS A MATTER OF LAW** that the Plaintiff is entitled to the following:


1. Judgment against the Defendants, jointly and severally, in the amount of \$367,187.21, plus interest thereon from and after November 17, 2011 at the contract per diem rate of \$79.77 until the date of judgment, and thereafter at the maximum legal rate until paid;

2. To recover its attorneys' fees from Defendants, jointly and severally, in the amount of \$55,078.08 (which represents 15% of outstanding balance as of the filing of the Complaint in this action); and

3. The costs of this action.

**NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED**, that Plaintiff have and recover of the Defendants, jointly and severally, (a) the principal sum of \$367,187.21, plus interest thereon from and after November 17, 2011 at the contract per diem rate of \$79.77 until the date of judgment, and thereafter at the maximum legal rate until paid; (b) attorneys' fees in the amount of \$55,078.08; and (c) the costs of this action.

SO ORDERED. This 3 day of April 2012.

  
JAMES C. DEVER III  
Chief United States District Judge